

MINUTES

Montevallo City Council Work Session December 11, 2017 5:30 p.m. at City Hall


Mayor Hollie Cost, Council Member Rusty Nix, Council Member Willie Goldsmith, Council Member Matt Walker, Council Member Tiffany Bunt and Council Member Jason Peterson were in attendance.

Mayor Cost called the Work Session to order at 5:30 p.m.

Chief Bill Reid reported on the Fire Department. He said it was busy with 150 calls in November. They have responded to over 1,350 calls for the year thus far – already 100 more than last year. Renovations to Station 1 are progressing. They are getting ready to lay the flooring and paint. Bids were opened for the turnout gear washer & dryer. Only one bidder. However, the price is a good one.

Council Member Nix asked if these items were being purchased with grant money. Chief Reid said they were.

Chief Jeremy Littleton presented the Police Department report:

 Montevallo Police Department City Council Report		
Date: 12/11/2017		
Patrol Report:		
Total Calls: 479	Burglaries: 1	Zone Checks: 543
Total Cases: 98	Auto Burglaries: 1	School Patrols: 29
Traffic Accidents: 28	Domestics: 9	
Traffic Stops: 334	Assaults: 2	
Traffic Citations: 103	Fraud/Forgery: 2	
Total Arrests: 49	Thefts/Attempts: 6	
Investigations (New Cases):		
Felony Cases Pending: 3	Misdemeanor Cases Pending: 2	
Felony Cases Closed: 6	Misdemeanor Cases Closed: 10	
School Resource Report:		
Offense Reports: 0	Traffic Accident Reports: 0	Cases Pending: 0
Incident Reports: 0	Arrest Reports: 0	Cases Closed: 0
Additional Comments: I'm requesting approval to pay for two body cameras out of the forfeiture fund. The total cost will be \$610.00.		



Montevallo Police Department Code Enforcement Activity Report

Date:
12/09/2017

Inspection Period
11/27/2017

Inspection Period
12/11/2017

Inoperable Vehicle Inspections:

Inspected:
0

Pending:
6

Closed:
2

Animal Complaint Inspections:

Inspected:
1

Pending:
0

Closed:
0

Abandoned Building Inspections:

Inspected:
0

Pending:
22

Closed:
0

Property Inspections:

Inspected:
0

Pending:
2

Closed:
3

Miscellaneous Complaints:

Inspected:
0

Pending:
1

Closed:
0

Inspected:
1

Total Inspections this Period:
1

Total Inspections Year to Date:
73



Montevallo Police Department Code Enforcement Activity Report

Inspections this Period:

Complaint about neighbors dog's feces smelling. Checking to make sure it is properly cleaned.

Inspections Pending Continued from Last Period:

The vacant lot on Commerce Street is overgrown.
Inoperable vehicle's in Aldrich checked (3 properties).
Abandoned Vehicles in Scott's Village (3 vehicles).
3 Unkept property inspections in Aldrich.
Observed the Tire Shop on Hwy 25 / Middle Street has damaged vehicles in the front yard of a residence. Residence is zoned B-2. Will check further into Zoning for possible violations.

Cases Closed this Period:

Inoperable Truck on Hwy 203 moved.
One vehicle in Scott's Village moved. Others will be presented to City Council for disposition.
Complaint from developer about two residents in Ammersee Lakes parking RV's in driveways. Both RV's moved.
Trash cleared from residence on Hwy 219.
One property in Aldrich cleaned up. New resident moved in.

Other Comments:

Montevallo Police Department Stats

	January-17	February-17	March-17	April-17	May-17	June-17	July-17	August-17	September-17	October-17	November-17	December-17	Total
Total Cases	123	91	116	124	151	136	120	97	131	126	98		1313
Criminal Cases	50	35	60	40	50	65	50	35	47	67	59		558
Non-Criminal	11	20	25	20	20	30	20	16	22	24	16		224
Traffic Accidents	18	11	17	20	20	20	21	9	11	21	28		196
Traffic Citations	127	135	224	123	208	101	77	97	69	63	103		1327
DUI Arrests	2	3	1	6	5	3	1	1	10	6	4		42
Public Intox Arr	2	0	1	1	1	2	2	1	1	2	3		16
Alias Arrests	14	12	12	17	16	7	10	6	5	12	6		117
Juvenile Arrests	0	1	0	0	1	0	2	2	1	0	0		7
Misd Arrests	12	11	6	11	18	14	8	8	14	15	20		137
Felony Arrests	3	3	2	3	2	3	4	2	7	6	6		41
Drug Related	4	5	4	4	4	8	5	8	7	8	12		69
Total Arrest	37	33	31	42	48	37	32	26	34	33	49		402
Auto Thefts	0	0	1	1	0	0	0	0	1	0	0		3
Burglaries	1	4	5	2	4	1	4	0	2	3	1		27
Auto Recoveries	0	0	0	0	0	0	0	0	0	0	0		0
Auto Burglaries	2	1	2	2	3	0	0	0	3	0	1		14
Criminal Mischiefs	3	1	0	4	2	0	5	4	4	3	3		29
DV. Related	15	9	17	16	7	4	14	17	13	11	9		132
Assaults	3	1	2	4	17	2	2	3	0	2	2		38
Fraud/Forgery	7	1	2	4	2	5	3	2	0	2	2		30
Harass / Reck	7	6	8	5	10	10	5	7	5	4	5		72
Misc. Offenses	8	17	14	13	19	20	16	16	13	16	13		165
Robberies	1	1	0	2	0	0	0	0	2	3	0		9
Thefts / Attempts	11	6	6	4	18	13	10	6	20	16	6		116
Suicides Attempts	1	3	1	0	2	1	0	0	0	0	1		9
Suicides	0	0	0	0	0	0	0	0	0	0	0		0
Deaths	2	1	1	2	2	3	1	1	2	1	3		19

Karen Kiker
 11:05 PM
 12/6/2017

Chief Littleton requested the council authorize the use of \$610 from the Forfeiture Fund to purchase two new body cameras. He also informed the council that the Abatement Board won't meet until spring.

Kirk Hamby, Director of Public Works, reported that despite the recent snow we have not experienced any major incidents. He thanked the Fire Department for helping his crews to clear trees from the roadways. He also noted that the amount of Christmas decorations we will have to put up next year will be around three times what we had to do this year.

Mayor Cost commented on the need to address a safety issue at the crosswalk in front of Napier dorm. Also, there has been a request for a street light along King Street due to safety concerns.

Shane Baugh, Director of Parks & Recreation, said they are in the middle of basketball season. The schools have been great to work with. We actually have an additional team playing this year. The batting cages at Stephens Park were damaged by the snow and will need to be repaired. The heat pump at the Boy Scout Hut was replaced. It was actually cheaper than expected and saved is around \$1,500.

Council Member Nix commented on how beautiful our parks looked in the snow. He then presented the Golf report:

Montevallo Golf Club
2017
December 11th City Council Report

<u>Rounds Played</u>	<u>MTD</u>	<u>AVG. DAILY RDS.</u>
November 2016	519	18.54
November 2017	517↓	23.50↑

There were 7 days in November 2017 with no rounds played.

Current monthly & YTD statistics account for days w/o rounds due to closure for weather & maintenance.

Upcoming Tournaments / Events

- Course personnel are planning a number of member events in an effort to keep the members engaged through the winter months and as a recruiting tool for new members. (Member-member, member-guest, Ladies Days, etc.)

General

- All advertising is currently under review to ensure cost-effective placement and adequate returns on budgetary investment.
- Course Reclamation plan continues with significant improvements to include greens, fairways and teeing areas. **Winter over-seeding has been extremely successful, both tees and greens.** Golfers continue to compliment the progress.
- Planning for spring course work have been finalized to ensure proper preemergent / seeding processes and avoid past issues with subpar greens, tee boxes and fairways.
- Rounds per day have increased over 30% from November 2016, continuing a recent trend upward.
- Winter course work will include refuse & tree/limb removal, course landscaping using available materials to minimize or eliminate costs and additional gravel on cart paths.

Council Member Bunt noted that UM postponed their fall graduation ceremony because of the snow. It was held on Saturday instead of Friday. UM and our local schools will all close Friday for the holidays.

Library Director, Lauren Bartell, presented the Library report:

**PARNELL MEMORIAL LIBRARY
MONTHLY REPORT
NOVEMBER 2017**

CIRCULATION: 2235 items charged
(decreased by 19%)

COMPUTER USE: 502 users
(increased by 16%)

STORYTIME/4: 85 people attended
(increased by 80%)

MOVIES/4: 100 people attended
(decreased by 38%)

ADDITIONAL CHILDREN'S PROGRAMS/3: 49

ADULT PROGRAMS/4: 72

DEPOSITS:

11/3/2017	\$500.00*
11/3/2017	\$90.25
11/8/2017	\$241.65
11/14/2017	\$1292.35**
11/16/2017	\$140.60
11/20/2017	\$54.30
11/27/2017	\$74.85
11/30/2017	\$53.75
	<hr/>
	\$2447.75

* State Executive Commission on Community Service Grant

** Library State Aid

PARNELL MEMORIAL LIBRARY
MONTHLY REPORT
NOVEMBER 2017

Notes:

We have hired a full time librarian. Long time library assistant Jennifer Key will be filling the role.

UPCOMING PROGRAMS:

December 12: Pine cone craft for adults
December 14: Annual Cookies with Mrs. Claus
December 18: Kids Craft Time
December 19: Evening Storytime (pre-K to grade 3)
December 20: Toddler Craft
December 21: Family game night
December 26: Coloring Club (adult)
December 28: Family Game Night
December 29: Kid's Friendly Noon Year's Eve Countdown

Abigail Heuton, Junior City Council Mayor, updated the council on their group's activities. She mentioned that the school resource officer is going to attend one of their upcoming meetings.

Revenue Director Debby Raymond informed the council that business license renewals are already coming in. We have ordered the new register to help us speed up the receipt process.

Council Member Walker informed everyone that the Finance Committee meeting in November has been cancelled. He said unless something comes up, we may not have another meeting until January. He also reminded everyone about the upcoming Chamber Open House another holiday activities. He also commented on the fantastic Christmas Parade last week. In addition, he welcomed Cindy Holsombeck as our new Montevallo Main Street Director.

The City Clerk explained the request for a \$10 refund of garbage service fee for Douglas Bessant. He said Mr. Bessant incurred dumping fees because of the delay in getting him a can and recommended the council authorize the refund of that cost.

Mr. Hamby explained that we received a request for street light at the corner of Spring Creek Rd and Wilderwood Rd. He said it is very dark in that area and it is hard to see that turn. There is a pole near that location so he hopes the cost of the light won't be too high.

Council Member Nix asked how many lights we have along Spring Creek Rd.

Mr. Hamby said he does not know how much the light will cost but will get that information to the council.

Approval of \$100/month rental agreement with Bradford Real Estate for storing holiday decorations – Mayor Cost explained that we need this space in order to safely store our Christmas decorations.

The council discussed various options regarding storage. It was suggested that we go ahead with the leaser on a short-term basis and continue to look at long-term options – such as buying one or more shipping containers and placing them at the Recycling Center, as was suggested by Council Member Nix.

With regard to the Non-discrimination Ordinance, Mayor Cost said we have not scheduled dates for our next meeting yet. Council Member Bunt asked if the Council Committee was planning to meet before that. Council Member Peterson said he was not sure when that will be. Council Member Nix noted we are still waiting on feedback from our attorneys, judge, etc. Council Member Peterson said we would schedule a meeting as soon as we have comments back from them.

**Montevallo City Council Meeting
December 11, 2017
6:00 p.m. at City Hall**

Mayor Hollie Cost, Council Member Rusty Nix, Council Member Willie Goldsmith, Council Member Matt Walker, Council Member Tiffany Bunt and Council Member Jason Peterson were in attendance.

Pledge of Allegiance

Meeting Call to Order - Mayor Cost called the regular meeting to order at 6:00 p.m.

Approval and/or corrections of the minutes – 11/27/17 Council Member Peterson made a motion to approve the Minutes from November 27, 2017. Council Member Nix seconded. ALL AYES . . . MOTION APPROVED.

Recognitions / Awards: NONE

Opportunities for citizens to speak to the Council: No one participated.

Committee Reports and Consideration of Bills:

Public Health & Safety (Police, Fire, Code Enforcement, Housing Abatement)– Discussed earlier.

Council Member Goldsmith made a motion to authorize the use of \$610 from the Police Forfeiture Fund to purchase two body cameras. Council member Bunt seconded. ALL AYES . . . MOTION APPROVED.

Mayor Cost applauded the Chief and his Department’s efforts to utilize body cameras. She said we had ours in use long before other communities in Shelby County.

Chief Littleton said these are new models which he wants to test. If they perform as anticipated, he plans to upgrade all of his older units to these new models.

Sustainability (Streets & Sanitation, Recycling, Arbor & Beautification, ValloCycle, Environmental Preservation Initiatives) – Discussed earlier.

Recreation, Preservation and Community Development (Parks & Recreation, Golf Course, Youth Athletics, Trails, Planning & Zoning, Annexations,) – Discussed earlier.

Education, Arts & Outreach (Schools, UM, Boys & Girls Club, Library, American Village, Sister City Commission, Artwalk) – Discussed earlier.

Finance, Economic Development & Tourism (Finance, MDCD, IDB, Chamber, Historical Commission, Main Street) – Discussed earlier.

Council Member Walker made a motion to authorize payment of the bills as presented. Council Member Nix seconded. ALL AYES . . . MOTION APPROVED.

Consent Agenda

New Business:

Award of bid for Fire Dept turnout gear washer & dryer – NAFECO - Council Member Goldsmith made a motion to accept bid from NAFECO and authorize the purchase of the turnout gear washer and dryer for a total of \$19,689. Council Member Nix seconded. ALL AYES . . . MOTION APPROVED.



NAFECO
 1515 West Moulton Street
 Decatur, AL 35601
 (800) 628-6233
 info@nafeco.com

~~ SEALED BID ~~

Q317525604

Date: 11/30/2017
 Expires: 12/31/2017
 FOB: Destination

Customer Number: MON200
 Customer Information: CITY OF MONTEVALLO
 Address: ATTN: CITY CLERK
 541 MAIN STREET
 MONTEVALLO, AL 35115

Qty.	Product	Description	Each	Total
1	/PPEHD	GROVES PPE & HOSE DRYER Standard accessories include: (4) PPE hangers, (2) boot hangers, (1) glove rack which holds 26 gloves.	\$7,996.00	\$7,996.00
1	/MWT27x5	Pellerin Milnor Washer-Extractor, 60LB Capacity, Rigid-Mount Includes 6" Mounting Base	\$11,693.00	\$11,693.00
			Total: \$19,689.00	

Notes:

- 1) Pricing includes delivery.
- 2) Option - Installation per factory specifications - \$1,500.
- 3) Option - Most chemical distributors provide departments with a soap dispenser at no additional charge with the purchase of the cleaning product.
Please contact NAFECO for references to area chemical distributors.
- 4) Option - Annual Maintenance contracts are available directly through Milnor. Contact for this service is Robert McNulty at 504-467-9591. Milnor has a local service provider available to serve the City of Montevallo.
- 5) Estimated delivery is 30-45 days ARO.

Ronald Woodall
 Ronald Woodall, Vice President



WASHER/EXTRACTOR SPECIFICATIONS

Capacity - lbs (kg) 60 (27)
 Cylinder Diameter x Depth - ins (mm) 30 x 22 (762 x 558)
 Cylinder Volume - cu. ft. (L) 9 (255)
 Door Opening - ins (mm) 15.5 (394)
 Machine Dimensions
 (W x D x H) - ins (mm)
 34.45 x 53.31 x 55
 (875 x 1355 x 1397)
 Shipping Dimensions
 (W x D x H) - ins (mm)
 36 x 56 x 61
 (91 x 142 x 155)
 Motor - HP (kW) 3 (2.23)
 Wash Speed - RPM 38
 Distribution Speed - RPM 68
 Extraction Speed - RPM 485
 Extraction G-Force 100
 Static Weight - lbs (kg) · 1641 (746)
 Max. Dynamic Load RMS - lbs (kg) · 1202 (546)
 Frequency (Hz) 8.08
 Water Pressure *(Required)* - psi (bar) 5-75 (0.3-5.1)
 Water Valve CV Rating 3.35 (15.23)

PPE CABINET DRYER

Electrical Configuration: Both units require a 208V – 220/240V power source, using a single phase 40 Amp breaker. The cabinet comes equipped with a pig tail. Direct to breaker wiring is recommended.
Heating Element: Two 3000 watt 208V-240V heating elements evenly deliver heat to the cabinet's interior. The heating unit's access & design allows for very easy removal and replacement if required. Both units are capable of heating to a maximum temperature of 150F, based on a 70 degree F ambient room air temperature. The heating element is mounted using 18-gauge cold rolled steel mounting brackets. The heater's air outlet, also constructed of 20-gauge steel, evenly distributes heated air throughout the interior of the cabinet.
Blower Motor: The blower motor is bolted to the top frame under the unit's top cover. An axial fan is utilized to blow an approximate mixture of 50% fresh & 50% re-circulated air across the heating element.
Ventilation: Ventilation is at the users' discretion. However, both units have a 6" diameter opening on the top of the cabinet, if ducted ventilation is desired by the user.
Inducted Air: Fresh air is allowed to flow in to the unit through an opening located on the top of the cabinet.
Exterior Dimensions: 80" H x 55.5" W x 31.5" D
Net Weight: 545 Lb. **Shipping Weight:** 630 Lb.
Electric Connection: 208V–220/240V – 60Hz single-phase 40 Amp Breaker.
Electric Heating: 6.0 KW
Interior Capacity: 63 Cubic Ft.
Total Shelf Area: 2 Ft. x 4 Ft. each = 8 Sq. Ft. of single shelf
Standard accessories include: (4) PPE Hangers, (2) boot hangers, (1) glove rack which holds 26 gloves.

OPTIONAL ITEMS

Please bid the following items as options for purchase:

- 1. Installation
- 2. Automatic soap dispenser
- 3. Annual maintenance agreement

Request for a \$10 refund of garbage service fee for Douglas Bessant - Council Member Nix made a motion to authorize payment of the \$10 refund to Mr. Bessant. Council Member Peterson seconded. ALL AYES . . . MOTION APPROVED.

12/04/2017 14:15 2054254962

BESSEMER PD RECORDS

PAGE 01

12-04-17

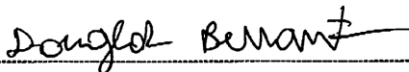
TO: CITY CLERK (HERMAN LEHMAN)

FROM: DOUGLAS BESSANT

REF: TRASH CREDIT

I AM WRITING TO SEE ABOUT GETTING A TRASH P/U CREDIT FOR 124 FEDERAL RD MONTEVALLO, AL 35115. I PURCHASED A BRAND NEW HOME LOCATED IN COLONIAL OAKS ON 10-31-17. I DID NOT RECEIVE A TRASH CAN FOR THREE WEEK'S AND I HAD TO CALL SEVERAL TIME'S TO REQUEST A TRASH CAN. FINALLY AFTER CALLING THE FOURTH TIME, I SPOKE WITH THE MAYOR AND SHE HAD THEM BRING ME A TRASH CAN THAT DAY. SO I HAD TRASH TO PILE UP, AND HAD TO GO TO THE LAND FILL AND PAY \$10.00 TO DUMP MY TRASH .

THANKS,



DOUGLAS BESSANT

Request for street light at the corner of Spring Creek Rd and Wilderwood Rd – As discussed earlier, Mr. Hamby said he would get the cost related details for both Spring Rd and King Street and bring that back to the council at a subsequent meeting.

Approval of \$100/month rental agreement with Bradford Real Estate for storing holiday decorations - Council Member Nix made a motion to authorize a month-to-month lease with Bradford for the storage of our Christmas decorations at a cost of \$100 per month. . Council Member Walker seconded. ALL AYES . . . MOTION APPROVED.



Unit: Pk2F05

Bradford Real Estate Group LLC.

804 Main Street Montevallo, AL 35115 205.665.5556, Phone 205.665.9164, Fax www.montevallorealestate.com

Park 1:
5289 Hwy 25
Montevallo, AL 35115
(Access from Industrial Road)

Park 2:
5335 Hwy 25
Montevallo, AL 35115

Rental Agreement

This rental agreement which is entered and executed on 12/5/2017 is between Bradford Landing LLC, a business licensed to do business in Shelby County, Alabama, and is hereinafter referred to as "Landlord" and City of Montevallo, hereinafter referred to as "Tenant".

1. Landlord rents to Tenant and Tenant rents from Landlord Unit # Pk2F05 size 10 x 20 at the Landlord's building. Said use is limited to ONLY the storage of personal property (explosive, flammable, and other dangerous/hazardous materials excepted) on a month to month basis. Unit sizes are approximate and for comparison purposes only. Spaces may be smaller or larger than advertised. Spaces are not rented by the square foot, and rent is not based on square foot measurements.
2. On or before the termination of this Agreement, whether by Landlord or by Tenant, Tenant shall remove all property from the premises. Failure to remove any personal belonging from the premises on or before the date of termination (by agreement of or by notice from Landlord or notice from Tenant) shall amount to a waiver of said property by Tenant in favor of the Landlord. The Tenant has read and understands this term, and consents to the Landlord's ownership of the same and authorizes the Landlord to execute a certificate of title or bill of sale in the Tenant's name in favor of the Landlord.
3. Security Deposit: A security deposit in the amount of \$ 0 has been collected by Landlord from the Tenant. The security deposit may NOT be used as last month's rent under the agreement. The security deposit shall be refunded within 30 days of Tenant's vacation of the property provided that Tenant provides Landlord with 5 days' notice of his/her intent to vacate and that the Tenant returns premises in equivalent condition. Failure to return units unlocked, in a clean (swept) condition on or before the date of termination shall automatically waive refund of said deposit. Likewise, if Tenant defaults under this agreement the security deposit is forfeited and may not be credited toward the final balance owed.
4. Administrative Fee: Concurrently with the execution of this Rental Agreement, Tenant shall pay to Landlord \$ 0 as a nonrefundable new account administration fee.
5. Rental Rate: The initial monthly rental charge shall be \$ 100.00 per month. Payment of any rent due herein shall be payable in advance to Landlord on the FIRST of each month at (payment address). All rental rates and fees are subject to change without notice.
6. Statements: It is expressly understood and agreed that Landlord is not required to nor does Landlord send out monthly statements or reminders. Tenant may elect to receive a statement. Such statement may be sent by electronic or standard mail. In the event that tenant elects to receive statement through standard mail, a \$3.00 monthly statement fee will be charged to account.
7. Lock Unit Charges: Failure to pay the monthly rent in FULL by the 5th of the month in which it is due is a default under the terms of this agreement. At the option of the landlord, any units which carry an unpaid balance after the 5th of the month may be over-locked and subject to a ten dollar (\$10.00) lock unit charge per month to reinstate the lease. Owner may also deny Tenant access to premises and put an over lock on Tenant's door, and if possible, depending on the type of access code system used, Tenant's gate access code will be invalid until all rent and charges are brought up to date. Landlord shall have 72 hours after all rent and charges paid to remove lock and/or reactivate gate code. All specials and/or promotions are void once tenant's account is past due. REMOVAL OF OVER-LOCK IS CONSIDERED BREAKING & ENTERING AND PERSONS WILL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.
8. Late Charge: In the event rent is not paid by the 10th of the month, a twenty-five dollar (\$25.00) late fee in addition to the lock unit charge identified above will be charged. This charge is a monthly charge and shall accrue each month. The parties expressly agree that rent and all other charges shall continue to accrue for any periods of time in which the rent remains past due. Whereby tenant remains in default for thirty (30) days or more, the Landlord may, in addition to all legal rights afforded under the State of Alabama, enter the premises and seize and take possession of said property to enforce the Landlord Lien as provided in the Code of Alabama, Section 8-15-34. The parties expressly agree that this taking will be without liability to the Tenant.
9. Acceptance of Payment of Partial Rent: Landlord has the right to reject or accept any partial payment of rent. Landlord may accept a partial rent payment, while the Tenant is in default, however, the Tenant's status will remain in default from date of the payment in full was due, and any such payment on account will not constitute a waiver of Landlord's rights to proceed with lien and sale of stored personal property as provided by Law. Landlord reserves the right to require past due payment be made in cash, cashier's check or money order.
10. Bad Check Charge: in the event that a check is returned from deposit for any reason, a returned check charge of \$50.00 or the maximum amount allowed by law, shall apply. This charge is a fully separate charge and may be charged in addition to the late fee and lock fee charges identified herein.
11. Access: Tenant's access to premises may be conditioned in any manner deemed reasonably necessary by Landlord to maintain order on the premises. Such measures may include, but are not limited to, requiring verification of Tenant's identity, limiting hours of operation, and inspecting vehicles that enter the facility.
12. Locking Device: At all times during the occupancy, the Tenant will provide, at Tenant's own expense, a locking device for the premises that Tenant, in Tenant's sole discretion deems sufficient to secure the stored personal property. Tenant shall only affix one (1) lock on said unit. If additional locks are on unit, Landlord may remove excess locks at their discretion. Tenant may not forcefully remove any locking device from unit, whether purchased from Bradford Real Estate or supplied by tenant. Lock will be removed by Bradford Real Estate once tenant has completed Authorization to Remove Lock and paid the corresponding fee of \$25.00.
13. Landlord shall reserve the right of entry for inspection of the premises leased herein.
14. Tenant understands that it is his/her responsibility to report any damage to and/or problems with storage unit, including damage to or malfunction of door, any evidence of rodents or other pests, mildew, water, etc.
14. Insurance: Tenant is solely responsible for insuring all items of personal property stored on the premises. Tenant bears all risks of loss with respect to personal properties stored on the premises including but not limited to loss by fire, theft, water damage, rodents, mildew or other means and the Tenant shall hold harmless and indemnify the Landlord and management company for losses relating to the same. Insurance purchased and maintained by Landlord which provides coverage for loss shall insure solely to the benefit of the Landlord.
15. Value Limit: Tenant agrees not to store personal property with a total value in excess of \$5000.00 without prior written consent of Landlord. Such consent may be withheld at sole discretion of Landlord. If such written consent is not obtained, the total value of the personal property shall be deemed not to exceed \$5000.00. Nothing herein shall constitute any agreement or admission by the Landlord that Tenant's stored personal property has any value. Tenant further agrees the maximum liability of Landlord to Tenant for any claim or suit by Tenant, including but not limited to any suit that alleges wrongful or improper lien or sale of the contents of a storage space, is \$5000.00. Nothing in this section shall be deemed to create any liability on the part of the Landlord to Tenant for any loss or damage to Tenant's personal property, regardless of cause.

16. Emotional Loss: Tenant agrees not to store collectibles, heirlooms, jewelry, art or any irreplaceable personal property having special or sentimental value to Tenant. Landlord shall not be liable for any loss occasioned by or resulting from emotional distress or sentimental attachment to Tenant's personal property nor shall anything alter the release of Landlord's liability set forth herein.
17. Access Control Measures: This facility may now or in the future use various control measures, including but not limited to automatic gate and cameras (real or not), designed to deter unauthorized access to the facility. However, Tenant acknowledges these access control measures are solely for the benefit of Landlord and Landlord's property and not for security of Tenant's unit or belongings. These access measures may fail or be circumvented. Landlord does not warranty or guarantee the effectiveness of measures undertaken to prevent unauthorized access.
18. Subleasing and assignment: Landlord expressly reserves the right to assign this agreement without notice to the Tenant. Tenant shall not assign or sublet this agreement without the express written consent of the Landlord. Any assignment or sublease affecting the unit made by the Tenant shall be invalid and Landlord shall have the option to terminate this rental agreement.
19. Waiver of Exemptions: The Tenant expressly waives all rights of exemptions as to his personal property afforded by the laws of the State of Alabama and the United States.
20. Costs of Collection: In the event that the Tenant defaults with respect to any of the terms herein, the Tenant agrees to be responsible for all costs of collection including a reasonable attorney fee. The Tenant shall be responsible for all costs of relocation, cost of cleaning as well as any cost of repair.
21. Landlord Lien: The Landlord shall have a lien upon all personal property located on the premise for rent, labor, or other charges, present or future in relation to the personal property and for expenses necessary for its preservation or expenses incurred in its sale or other disposition pursuant to the Alabama Self-Storage Act. The Tenant shall remain responsible for any deficiency from sale.
22. Notices prescribed herein shall be sent by registered or certified mail to the Tenant to the address provided herein unless another address is provided in writing by Tenant to Landlord. Notices are effective the day they are deposited in the mail, properly addressed and pre-paid regardless of whether the notice is received by Tenant.
23. Default: The landlord shall be permitted to terminate this agreement upon ten (10) days' notice whereby the Tenant has breached any of the terms as set out herein. TIME IS OF THE ESSENCE. The parties expressly agree that the Landlord does not compromise its rights to continue to collect rents after termination until possession is restored in favor of the Landlord.
24. Warranty of Ownership and Shared Usage: Tenant warrants all goods and personal property to be placed by Tenant in the Tenant's premises shall be wholly owned by Tenant and shall be subject to the terms of this agreement, including but not limited to lien and sale rights of Landlord. If Landlord shall exercise Landlord's lien and sale rights under the terms of this agreement, Tenant shall hold Landlord harmless and indemnify Landlord if property is sold which belongs to a party other than Tenant.
25. Liability: The Tenant shall be solely responsible for any claims for loss relating to personal injury while visiting the premises and its surroundings and shall hold harmless and indemnify the Landlord for any claims asserted by any third parties which relate to the Tenants occupation and/or use of the subject premises.
26. Tenant accepts the premises and units "as is".
27. This agreement is binding between the parties and their assigns.
28. THE TENANT REPRESENTS THAT NO UNIFORM COMMERCIAL CODE FINANCING STATEMENT OR INCUMBERANCE EXISTS ON ANY PROPERTY PLACED OR TO BE PLACED IN THE PREMISES EXCEPT AS IDENTIFIED ON THE ATTACHED ADDENDUM.
29. TENANT WILL NOTIFY LANDLORD IN WRITING BY PERSONAL DELIVERY OF SUCH FINANCING STATEMENT OR OTHER ENCUMBERANCE SHOULD ANY SECURED ITEM BE LOCATED ON TO THE SUBJECT PROPERTY. NOTICE SHALL BE MADE BY TENANT TO LANDLORD TEN (10) DAYS OF LOCATING THE SAME ONTO SAID PREMISES.
30. This is the entire agreement between the parties. In the event that any provision or part of any provision shall be construed invalid under the law, the remaining portions and provisions shall remain in full force and in effect.

Tenant states that he/she has reviewed Rental Agreement and is familiar with the terms herein. Tenant acknowledges that he/she has signed this document with knowledge and understanding of the terms and has entered into this agreement willingly and knowingly, and of his/her own free will. _____(Initial)

Landlord	Date	Tenant	Date
		Address: _____	
Unit Number: _____		_____	
		Phone: _____	
Deposit: _____		_____	
		Cell: _____	
		Email: _____	
		Date of Birth: _____	
		Driver's License: _____	

Old Business:

ALAGASCO (update) No updates.

Non-discrimination Ordinance (community meetings update) – Discussed earlier.

Board Appointments: NONE

Other Business:

Bicentennial Park – Mayor Cost presented the plans for improvements to the proposed Bicentennial Park in front of the old Coach Company building. This will be the area where we will install our time capsules and Bicentennial clock.

	Mesh
0 EA	Concrete - Ready Mix (add delivery)
0 EA	Concrete Block - 4"x8x16 - 8"
0 Each	Rebar - 20' lengths
0 BG	Mortar Grey
0 YD3	Masonry Sand - cu yds
0 EA	Reclaimed Brick Pavers .Handling and staging only: 1000 UNITS (price per cube)

Landscape - Planting Budget	\$13,108.85
------------------------------------	--------------------

Installation of plants according to design.

3 cuyd	Topsoil - bulk
2 EA	Boxwood, American (Premium) - 42x42
2 EA	Boxwood, American (Premium) - 36X36
2 EA	Boxwood, American (Premium) - 24X24
1 EA	Quercus: White Oak [6" cal.] - 6" cal.
260 EA	Little BlueStem Grass - 1 Gal
10 EA	Podocarpus - #15
30 EA	Grass; Karl Foerster Calamagrostis - 3 Gallon
88 Bag	Mulch - Mini Nuggets - Mini Nuggets; per bag (450 SF) @ 2"

Landscape - Lawn Area	\$713.12
------------------------------	-----------------

Installation of sod

Installation of new lawn.

1 EA	Topsoil Mix - Yd3
1.25 pallet	Sod Z-52 Zoysia (490 sf approx.)

Hardscape - Park Sign	\$505.88
------------------------------	-----------------

Sourcing and installation of pole sign

General Conditions	\$1,491.26
---------------------------	-------------------

Mobilization, set up, layout, project administration.

General Conditions: supervision, lay out, mobilization, deliveries and job site supplies.

Design Fee:	\$1,350.00
--------------------	-------------------

Subtotal	\$30,164.65
Taxes	\$0.00
Estimate Total	\$30,164.65

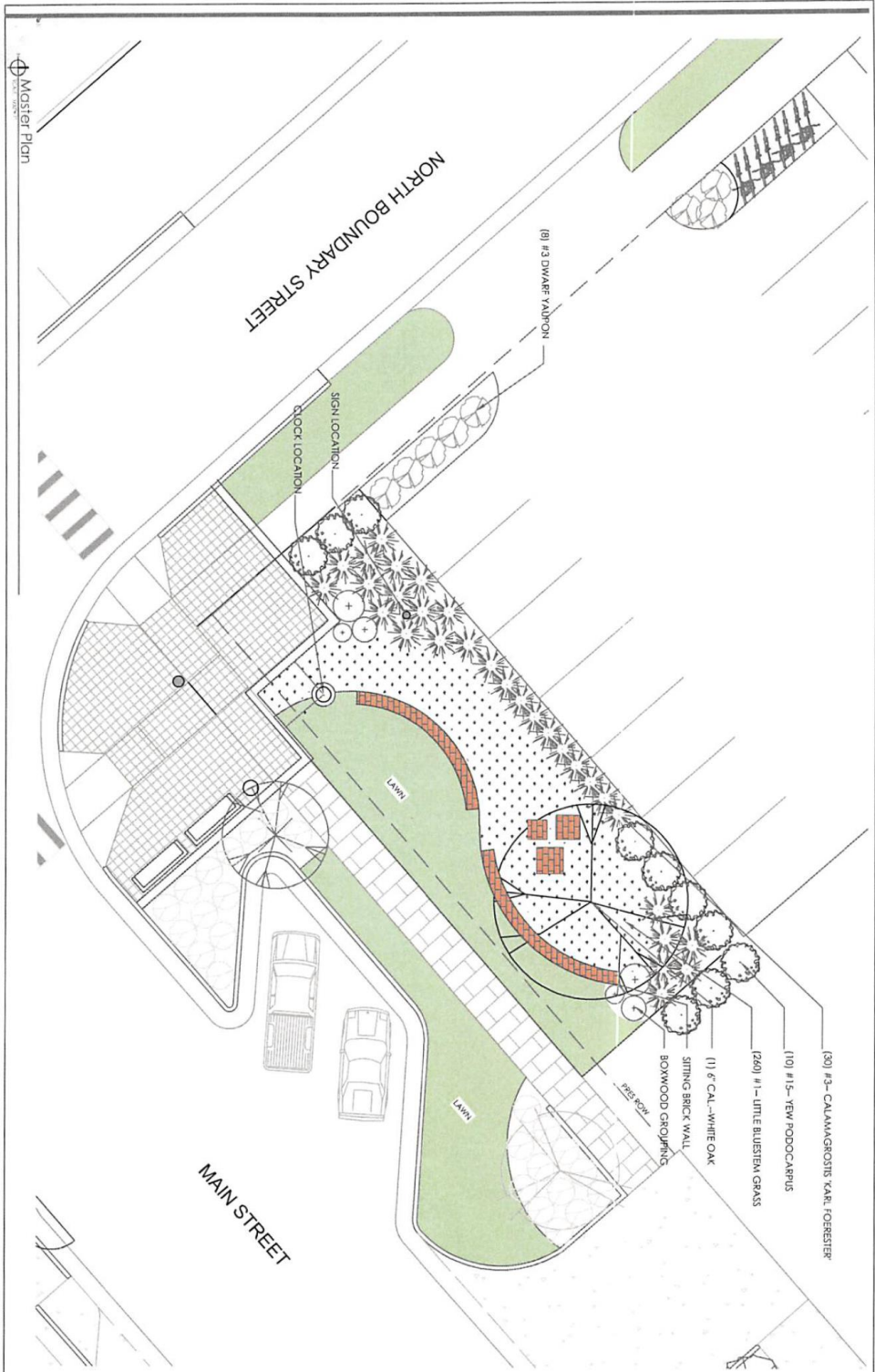
Re-defining your experience of Outdoor Living!

Estimate authorized by: _____
 Company Representative

Estimate approved by: _____
 Customer Representative

Signature Date: _____

Signature Date: _____



father + madeline
OF BIRMINGHAM

4271 Applebaca Drive
Birmingham, AL 35216
P: 205.986.8330

CHUCK ANDERSON
ARCHITECTURAL PARTNERS
1000 19th Street, Suite 200
Montgomery, AL 36115

Project Number: 01
Date: December 2017
Design by: DM
Drawn by: SV
Revised:

Master Plan

1 of 1

As the City Clerk explained, this park is located on property owned by the MDCD. The MDCD obtained the bids for the design and construction of the park. They selected Father Nature's design and as their contractor, assuming sufficient funding could be raised. MDCD agreed to pay \$10,000 toward the project cost. They have asked the City to cover the difference. That being said, the Bicentennial Committee is working on raising additional donations for the park. However, we need to complete the park now in conjunction with the Streetscape Project, before whatever donations which may or may not be raised come in. The Clerk suggested that there are sufficient funds in our Streetscape account to cover the cost. Those funds are being held in that account to cover any overages of the Streetscape project. At this point, we do not anticipate any significant overages.

Mayor Cost noted that the Bicentennial Park Committee has been working with the MDCD on this project for quite a while. This plan represents the final results of their efforts. This park is where we plan to relocate our old time capsules and add a new one. This is also where the committee plans to install the city's Bicentennial Clock, which they raised the funds to purchase.

Council Member Bunt asked about our plans for the completion of the UMOM pocket park. Mayor Cost explained that we have applied for grants for the completion of that project and that our prospects look good. Council Member Walker noted that the UM Green Fund has already approved funding for that park's bio-swale project.

Council Member Peterson made a motion to use \$20,164.65 from the city's Streetscape project account to support the MDCD's Bicentennial Park construction project as designed and to be constructed by Father Nature. Council Member Walker seconded. Council Member Nix voted NAY. ALL OTHERS VOTED AYE . . . MOTION APPROVED.

Mayor Cost invited everyone to attend the City Hall flag pole dedication ceremony this coming Friday at 11:00 a.m. Representatives from the American Legion will be conducting the ceremony.

The Mayor also asked the Council if any of them planned to attend the upcoming Legislative meeting.

Council Member Peterson commented on the need for a light in the gravel parking lot behind City Hall.

Citizen Participation: NONE

There being no further business before the council, Council Member Nix made a motion to adjourn. Council Member Peterson seconded. ALL AYES . . . MEETING ADJOURNED at 6:28 p.m.

Submitted by:

Herman Lehman
City Clerk